

CONSTITUTION

OF

**IRISH ASSOCIATION OF HUMANISTIC AND INTEGRATIVE
PSYCHOTHERAPY COMPANY LIMITED
BY GUARANTEE**

MEMORANDUM OF ASSOCIATION

1. The name of the Company is IRISH ASSOCIATION OF HUMANISTIC AND INTEGRATIVE PSYCHOTHERAPY COMPANY LIMITED BY GUARANTEE.
2. The company is a company limited by guarantee, registered under *Part 18* of the *Companies Act 2014* (*hereinafter referred to as "the Act"*).
3. The objects for which the Company is established are:
 - A. To act as the Professional Body in Ireland for Humanistic and Integrative Psychotherapy.
 - B. To set and maintain standards of relevant psychotherapy training and practice.
 - C. To represent humanistic and integrative psychotherapy and Psychotherapists at national and international levels.
 - D. To accredit suitably qualified Practitioners as humanistic and integrative Psychotherapists.
 - E. To keep a Register of all accredited Practitioners
 - F. To undertake and encourage research in humanistic and integrative psychotherapy theory and practice.
 - G. To promote the provision of training and education in humanistic and integrative psychotherapy.
 - H. To do all such other things as are incidental or conducive to the attainment of the above objects.
4.
 - A. To engage, retain or employ such persons as it may be expedient to engage, retain or employ in connection with the objects of the Company and to pay reasonable and proper fees for their services. To employ skilled professional or technical advisers or workers for the carrying out of the foregoing objects and to remunerate them as may be expedient; and to found and maintain and endow scholarships and bursaries for the instructions and support of students or persons engaged in the study of the objects of the Company and to employ and remunerate instructors and supervisors for such students.
 - B. To purchase, take on, lease or exchange, hire or otherwise acquire and to hold, sell, lease or otherwise dispose of any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the objects of the Company and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
 - C. To purchase or otherwise acquire, equipment, machinery, furniture, fixtures, fittings and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company. To take any gift of property, whether subject to any trust or not, for any one or more of the objects of the Company.
 - D. To sell, let or grant in fee form (charging or not charging a premium), mortgage or charge, dispose of or turn to account, all or any of the property or assets of the Company as may be expedient in the promotion of its objects.

- E. To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which may lawfully be undertaken by the Company.
- F. To borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit, and whether by the creation and issue of debentures or debenture stock or otherwise; to apply to the Government, public bodies, local and other authorities, corporations, companies or persons for and to receive grants of money and of other property, gifts, subscriptions and other assistance to further the objects of the Company to negotiate with such bodies and authorities and to conform to any proper conditions upon which such grants and other payments and assistance may be made.
- G. To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- H. To establish, promote or assist any company or companies with objects, all or any of which are similar to the objects of the Company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for the purpose of carrying on any activity which the Institute is authorised to carry on for any other purpose directly or indirectly calculated to benefit this Company in the furtherance of its objects.
- I. To make any charitable donation either in cash or in other assets.
- J. To establish and support pension and superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants.
- K. To purchase or otherwise acquire all or any of the property, assets, liabilities and engagement of any one or more of the charitable associations, societies or bodies with which this Institute is authorised to co-operate or federate; to establish, maintain, control and manage branches of the Company in the Republic of Ireland and elsewhere and from time to time to determine the constitutions, privileges, obligations and duties of such branches and when thought expedient and duties of such branches and when thought expedient to discontinue the same.
- L. To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.
- M. To establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated, to act as trustees or agents for or manage or lend money or other assistance to any association, society or other body, corporate or un-incorporate and having primary objects wholly or partly similar to those of the Company and for the purpose of promoting the primary objects of the Company to co-operate with other like bodies and with the press and other sources of publicity.
- N. To do all such other things as are necessary or incidental to the attainment of the objects of the Company or any of them

Provided that:-

- (I) In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trust.
- (II) The Company shall not support with its funds, any object or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Company would make it a Trade Union.
- (III) In case the Company shall take or hold any property subject to the jurisdiction of any competent authority, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Committee of Management or Governing Body of the Company shall be chargeable for

any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects, defaults, and for the due administration of such property in and the same manner and to the same extent as they would have been as such Committee of Management or Governing Body if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by any Court of competent jurisdiction or other authority having jurisdiction in the matter but the Committee of Management or Governing Body shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

5. In case the Company takes or holds any property which is subject to any trust, the Company shall only deal with it in such a manner as allowed by law having regard to such trust.
6. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company. Provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable rent for premises demised or let by any member of the Company.
7. No addition, alteration or amendment shall be made to or in the provisions of this Constitution of the Company for the time being in force, the effect of which would be that the Company ceased to comply with the requirements laid down in the Act.
8. The liability of the Members is limited.
9. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding €12.70.
10. If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liability, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Company, but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Company and which is established for similar purposes only, such society, institution or organisation to be determined by the members of the Company before the time of the dissolution.
11. True accounts shall be kept of the sums of money received expended by the Company and the matters in respect of which such receipts and expenditures take place, and of the property credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

ARTICLES OF ASSOCIATION

The "optional provisions" (such as are referred to in Section 1177(4) of the Act) shall apply to the constitution of the Company save to the extent that they are dis-applied, modified or supplemented by this Constitution.

The following Regulations shall apply to the Company:

1. In these Articles:-

"the Act" means the Companies Act, 2014.

"the Directors" means the members of the Governing Body of the Company by whatever name called

"Secretary" means any person appointed to perform the duties of the Secretary of the Company

"the Seal" means the Common Seal of the Company

"the Office" means the registered office for the time being of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. For the purpose of registration the number of the members of the Company is 889.

3. The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to membership, shall be members of the Company.

4. The rights and liabilities attaching to any members of the Company may be varied from time to time by a Special Resolution of the Company.

5. Membership of the Company shall cease:-

(a) on the member's death

(b) if the member resigns by notice in writing to the Secretary at the registered office

(c) if the Governing Body resolve that he has ceased to be a member and notice in writing of such decision is given to him or sent to his last known address.

(d) Every member of the Company shall pay an annual subscription to its funds of €25.40 or such larger amount as the Governing Body may in its discretion not more often than once a year decide. The subscription shall become due on the 1st of January in respect of the following year.¹ In the case of persons admitted to membership after the 30th June in any one year the subscription for that year will be one half of the annual subscription but in all other cases the full annual subscription shall be paid for the year of admission.

(e) If any member fails to pay the subscription for any one year within one month of its becoming due the Secretary shall notify that person of the fact, and if any member fails to pay the subscription for any year within three months of its becoming due that person shall by reason of that failure cease to be a member of the Company but shall be eligible for re-admission having satisfied the criteria for re-admission imposed by the Governing Body through the Membership Secretary.²

¹ As amended at March 1994 AGM

² As amended at March 2004 AGM

- (f) A member may terminate his or her membership of the Company by giving to the Company notice in writing to that effect in such form as the Governing Body shall require.
 - (g) All matters of discipline, professional conduct and accreditation shall be investigated, considered and determined by a sub-committee of the Members established for that purpose, which shall be governed by Bye Laws and have regard to natural justice and fair procedure.
 - (h) The Governing Body may, by Bye Laws, determine the rights and responsibilities, of persons who are not full members of the Company, but who may wish to affiliate or associate with the Company.
6. All general meetings of the Company shall be held in the State.
 7. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Governing Body and shall specify the meeting as such in the notices calling it provided that every General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
 8. All general meetings other than the Annual General Meetings shall be called Extraordinary General Meetings.
 9. The Governing Body may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by the Act. If at any time there are not within the State sufficient members of the Governing Body capable of acting to form a quorum any Governing Body member or any member of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened.
 10. In case of an Extraordinary General Meeting called in pursuance of a requisition no business other than that stated in the requisition as the object of the meeting shall be transacted.
 11. Twenty one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a special resolution and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day in which it is served or deemed to be served and of the day of which it is given) specifying the place and day and the hour of the meeting , and in the case of special business the general nature of that business shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such Notices from the Company; but with the consent of the Auditors and of all the persons having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meeting other than Annual General Meetings, or meetings to pass a Special Resolution, a meeting may be convened by such Notice as those persons may think fit.
 12. Accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any persons entitled to receive notice thereof shall not invalidate any Resolution passed or proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and all business that is transacted at an Annual General Meeting shall also be deemed to be special, with the exception of the consideration of the Income and Expenditure Account and Balance Sheet, and the Reports of the Governing Body and the Auditors, the election of members of the Governing Body and the appointment of and the fixing of the remuneration of the Auditors.
14. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided a quorum shall

consist of either 50 of the voting membership, or 10% of the voting membership as at 31 December of the preceding year, whichever is the lower number of members.³

15. If, within half an hour from the time appointed for the holding of a general meeting, a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or at such other place as the Governing Body may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall constitute a quorum.
16. The Chairman, if any, of the Governing Body, shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he is not present, within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Governing Body members shall elect one of their number to be Chairman of the meeting. But if no Governing Body member is willing to act as Chairman or if no Governing Body member is present within fifteen minutes after the time appointed for holding of the meeting, the Members present shall choose one of their number to be Chairman of the meeting.
17. The Chairman may, with the consent of any meeting at which a quorum is present and he shall, if so directed by the meeting, adjourn the meeting from time to time, and from place to place, but no business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at the adjourned meeting.
18. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before, or on the declaration of the result of the show of hands demanded by the Chairman, at least three members present in person or by proxy or by a member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a Declaration by the Chairman at the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against that resolution. This demand for a poll may be withdrawn.
19. Subject to the provisions of 'Article 21' if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
20. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
21. A poll demanded on the election of a Chairman, or on the question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
22. A resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be a valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

VOTES OF MEMBERS

23. Subject as hereinafter provided every member shall have one vote.

³ As Amended at AGM March 2010

24. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any general meeting.
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
26. Votes may be given either personally or by proxy.
27. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy must⁴ be a member of the Company.
28. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited with the Secretary or other Officers of the Governing Body or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
29. An instrument appointing a proxy shall be in the form provided for in Section 184 of the Act.
30. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

31. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

GOVERNING BODY

GOVERNING BODY

32. The Governing Body of the Company shall consist of members of the Company (apart from possible co-opted non-members without voting rights, as detailed in Article 48). The maximum and minimum number of Governing Body members shall be determined by the Company in General Meeting, but unless and until so fixed there shall be a maximum of ⁵**twelve** and a minimum of nine. The membership of the Governing Body shall include a Chairperson, Vice-Chairperson, Secretary, Treasurer (or Joint Treasurers), and Regional Officer, plus such additional officers as the members of the Association shall decide upon.⁶
33. A Officers and other members of the Governing Body shall be elected by vote of the members of the Company at Annual General Meetings (or exceptionally, and if circumstances make it necessary, at Extraordinary General Meetings). Election shall be for a two-year term of office (with the two-year term in question being defined as the period from the General Meeting at which a person is elected to the second next Annual General Meeting, irrespective of the dates on which these meetings are held). At the end of

⁴ As amended at March 1999 AGM

⁵ Amended AGM 2015

⁶ AGM 2012

their two-year term, retiring members of the Governing Body shall be eligible for re-election, either as officers or as ordinary members. No person shall serve on the Governing Body for more than eight consecutive years. Nothing in this Article shall prevent any member of the Governing Body from retiring voluntarily before the end of the two-year term.

- 33. B In the event that any person holding a special office on the Governing Body resigns their office between Annual General Meetings, they shall be deemed to have also resigned their membership of the Governing Body, (though he or she may subsequently be co-opted to the Governing Body as an ordinary member). If and when such a resignation occurs the Governing Body shall have the power to appoint one of their number to the office, or to co-opt a member of the Company to the Governing Body and then appoint him or her to the office. A person appointed in this way shall hold the office only until the next Annual General Meeting, but shall then be eligible for election to the office. Similarly, as detailed in Article 47, the Governing Body may fill vacancies in its numbers by co-opting members of the Company, provided the maximum number allowed for the Governing Body is not exceeded. Any such co-optee shall hold membership only until the next Annual General Meeting, but shall then be eligible for election.
- 33. C To be eligible for election to a particular office on the Governing Body, or to ordinary membership of the Governing Body, a candidate must normally be nominated in advance. (Exceptions to this are detailed later in this Article.) Valid nomination requires that, not less than three or more than twenty-one days before the date set for the meeting, there be left at the registered office of the Company (a) notice in writing nominating and seconding the candidate, signed by a nominator and seconder who are qualified to attend and vote at the meeting; and (b) notice in writing signed by the proposed candidate stating his or her willingness to be elected. A person may be nominated for more than one office on the Governing Body or for ordinary membership, but a separate nomination is required for each office or for ordinary membership.
- 33. D Where there are vacancies to be filled in any of the special offices of the Governing Body separate votes shall be held for each office, in the following order: Chairperson, Vice-Chairperson, Secretary, Treasurer, and Regional Officer. A further vote shall then be taken to fill the available places for ordinary membership of the Governing Body.
- 33. E If a person who has been validly nominated for more than one role on the Governing Body is elected to a particular office, his or her nomination to other offices or to ordinary membership shall be deemed to have been withdrawn (as a consequence of which no person may be elected to more than one office).
- 33. F If, at the meeting at which the election is to take place, only one person has been validly nominated in advance for a particular office, he or she shall be declared elected. If two or more have been validly nominated then, unless all but one withdraw, a vote shall decide which of them shall be elected.
- 33. G If no candidate for a particular office on the Governing Body has been validly nominated in advance, further nominations may be taken from the floor, but any such nomination must be proposed and seconded by persons qualified to attend and vote at the meeting and a declaration made that the person being nominated has agreed to accept the nomination. If more than one nomination is made, a vote shall be taken to determine who shall fill the office.
- 33. H If, at the meeting at which the election is to take place, the number of those validly nominated in advance for ordinary membership of the Governing Body is less than or equal to the number of places to be filled, all of the validly nominated candidates shall be declared elected. If the number is greater than the number of places to be filled, a vote shall be taken to determine who shall fill the places.
- 33. I If, after the election of the validly nominated candidates, places on the Governing Body remain to be filled, further nominations may be taken from the floor, but any such nomination must be proposed and seconded by persons qualified to attend and vote at the meeting and a declaration made that the person being nominated has agreed to accept the nomination. If the number of nominations exceeds the number of places to be filled, a further vote shall be taken to determine who shall fill those places.⁷

⁷ As Amended at AGM 2012

34. The business of the Company shall be managed by the Governing Body who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in a general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Governing Body which would have been valid if that direction had not been given.
35. The Governing Body may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairman shall have a further or casting vote. Governing Body members may and the Secretary shall on the requisition of Governing Body members summon a meeting of the Governing Body.
36. A. The Governing Body shall lay all Bye-Laws before the members in general meeting in accordance with its responsibilities under Article 34 but the Governing Body shall not be required to lay any Bye-Law before a general meeting which has been previously sent to all the members by correspondence.
- B. A Bye-Law shall be deemed to be laid before the members at a General Meeting if a copy thereof has been made available to all members attending that General Meeting. It shall not be necessary to include in the notice to members of a General Meeting a Bye-Law which has been passed by the Governing Body.⁸
37. The Governing Body may delegate any of its powers to sub-committees consisting of such member or members of the Governing Body as they think fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Governing Body. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any regulations made by the Governing Body.
38. The quorum necessary for the transaction of the business of the Governing Body may be fixed by the Governing Body and unless so fixed shall be **five**⁹.
39. The continuing Governing Body may act notwithstanding any vacancy in their body, but if and so long as their number is below the number fixed by the Regulations of the Company as the necessary quorum of the members of the Governing Body the continuing members of the Governing Body may act for the purpose of summoning a General Meeting of the Company but for no other purpose.
40. All acts done by any meeting of the Governing Body or by any person acting as a member of the Governing Body or any sub-committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that he or any of the Governing Body was disqualified, be as valid as if every such person had been duly appointed.
41. The Governing Body may from time to time and at any time by power of attorney appoint any Company, firm or person or persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
42. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Governing Body shall from time to time by resolution determine.

⁸ As approved at March 1999 AGM

⁹ As Amended at AGM 2015

43. The Governing Body may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, the property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
44. The Governing Body shall cause proper Minutes to be made of all appointments of officers made by the Governing Body and of the proceedings and resolutions and the names of people present at all meetings of the Company and of the Governing Body and of Committees of the Governing Body and all business transacted at such meetings, and any such Minutes of any meetings, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.
45. A resolution in writing signed by all the members for the time being of the Governing Body or any sub-committee of the Governing Body who are entitled to receive notice of a meeting of the Governing Body or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Governing Body or of such sub-committee duly convened and constituted.
46. No remuneration shall be payable under any circumstances to any member of the Governing Body in respect of his service on the Governing Body, or on any Committee of members of the Governing Body to which the Governing Body may delegate powers under Article 37.
- 46a¹⁰ Notwithstanding the provisions of Article 46, the Governing Body may authorise payment of remuneration to members in respect of service to the Formal Panel of the Complaints Committee and/or the Training Recognition Committee for work done in an administrative or professional capacity if the following conditions are met:
- (a) The work is work which would otherwise have to be contracted out by the Company, and/or
- (b) In the reasonable opinion of the Governing Body, the rate paid for such work does not exceed the standard rate for therapy work and it would not be possible to contract out or hire outside workers to carry out the work at a cheaper rate.
47. The Governing Body may at any time appoint any member of the Company to be a member of the Governing Body but only to fill a casual vacancy or as an addition to the existing members and provided that the prescribed maximum is not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting but shall be eligible for re-election.
- The Company may by ordinary resolution, of which special notice has been given in accordance with the Articles, remove any Governing Body member before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such member. The Company may by ordinary resolution appoint another person in place of a Governing Body member removed under this article.
48. No person who is not a member of the Company shall in any circumstance be eligible to hold office as a member of the Governing Body.
- The Governing Body may from time to time co-opt for any period any persons whether members of the Company or not, to serve on the Governing Body or on a sub-committee thereof and may remove such persons, and such persons may take part in the deliberations of the Governing Body and sub-committee as the case may be but such persons shall not be entitled to vote at any meetings thereof. Not more than four such persons shall serve on the Governing Body nor more than two on a sub-committee at any one time.

DISQUALIFICATION OF MEMBERS OF GOVERNING BODY

49. The office of a member of the Governing Body shall be vacated if such member:-
- i) Holds any other office or place of profit under the Company or

¹⁰ As approved at March 2005 AGM

- ii) Is adjudged bankrupt in the State or in Northern Ireland or in Great Britain or makes any arrangement or composition with his creditors generally or
- iii) Becomes prohibited from being a member of the Governing Body by reason of any order made under the Act or
- iv) Becomes of unsound mind or injury and illness or
- v) Resigns his office, by notice in writing to the Company or
- vi) Is convicted of an indictable offence unless the members of the Governing Body otherwise determine or
- vii) If such member ceases to be a member of the Company or
- viii) If such member resigns office by notice in writing to the Company or
- ix) If he or she is absent from meetings of the Governing Body for a period of six calendar months without special leave of absence from the other Governing Body members or
- x) If such member be requested to resign by a resolution of the Governing Body passed by three quarters majority of the members thereof present, provided at least twenty-one days' notice in writing indicating the intention to propose such resolution shall have been given and at which meeting such member is given a reasonable opportunity to make representations to the Governing Body or
- xi) Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by these Articles.

THE SECRETARY

50. The Secretary shall be appointed by the Company in the manner set out in Article 33.

THE SEAL

51. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Governing Body and in the presence of at least two members of the Governing Body and of the Secretary or in the absence of the Secretary to such other person as shall be appointed for the purpose by the Governing Body and the said members and the Secretary or other person as aforesaid shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of the purchaser or person bona fide dealing with the Company and such signatures shall be conclusive evidence of the fact the Seal has been properly affixed.

ACCOUNTS

52. The Governing Body shall cause proper books of account to be kept relating to:-
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) All sales and purchase of goods by the Company;
 - (c) The assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

The books of account shall be kept at the office, or subject to the Act, at such other place as the Governing Body think fit and shall at all reasonable times be open to the inspection of any members of the Governing Body.

53. The Governing Body shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company or any of them should be opened to the inspection of the members, not being Members of the Governing Body and no member (not being a Member of the Governing Body) shall have any right of inspecting an account or book or document of

the Company except as conferred by statute or authorised by the members of the Governing Body.

54. At the Annual General Meeting in every year the Governing Body shall lay before the Company a proper Income and Expenditure Account for the period since the last preceding Account made up to a date not more than four months before such meeting together with a proper Balance Sheet made up to the same date. Every such Balance Sheet shall be accompanied by proper Reports of the Governing Body and the Auditors and copies of such Account, Balance Sheet and Reports (of all which shall be framed in accordance with the statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall, not less than twenty-one clear days before the date of the meeting, be sent to the Auditors and to all persons entitled to receive notice of General Meetings in the manner in which notices are hereinafter directed to be served. Reports shall be open to inspection and to be read before the meeting.

AUDIT

55. Auditors shall be appointed and their duties regulated in accordance with the Act.

Subject to the provisions of the Act, the Company may, from time to time, avail itself of the stated exemption in connection with the requirement to appoint/retain auditors and to have its financial statements audited, on the grounds that it complies with the requirements of the said Act.

NOTICES

56. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that notice convening a meeting of the Board need not be in writing.
57. A notice or document to be given, served or delivered in pursuance of these Articles may be given, served on or delivered to any Member:
- (a) by handing it to him or to his authorised agent;
 - (b) by leaving it at his registered address;
 - (c) by sending it, by post in pre-paid cover addressed to him at his registered address; or
 - (d) by sending it, with the consent of the Member, by means of electronic mail or other means of electronic communication approved by the Board, to the address of the Member notified to the Company by the Member for that purpose (or if it not so notified, then the address of the Member last known to the Company).
58. Where a notice or document is given, served or delivered in accordance with paragraph (a) or (b) of Article 57, the giving, service or delivery of it shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, or left at his registered address as the case may be.
59. Where a notice or document or notice is given, served or delivered in accordance with paragraph (c) of Article 57, the giving, service or delivery of it shall be deemed to have been effected at the expiration of twenty-four (24) hours after the cover containing it was posted. In proving service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

60. Where a notice or document is given, served or delivered in accordance with paragraph (d) of Article 57, the giving, service or delivery of it shall be deemed to have been effected at the expiration of twelve (12) hours after despatch.

DISSOLUTION

61. Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.